

**REMARKS**

Claims 2, 5, and 6 are amended to correct typographical errors.

The Examiner rejected claims 1, 4-6, 11, 13, and 17-19 under 35 U.S.C. §102(c) as allegedly being anticipated by Lewis et al. (U.S. Patent No. 6,233,565).

The Examiner rejected claims 2-3 and 14-16 under 35 U.S.C. §103(a) as allegedly being unpatentable over Lewis et al. (U.S. Patent No. 6,233,565) in view of Perlman et al. (U.S. Patent No. 6,230,266).

Applicants respectfully traverse the §102(e) and §103(a) rejections with the following arguments.

09/626,637

7

35 U.S.C. §102(e)

The Examiner rejected claims 1, 4-6, 11, 13, and 17-19 under 35 U.S.C. §102(e) as allegedly being anticipated by Lewis et al. (U.S. Patent No. 6,233,565).

Applicants respectfully contend that Lewis does not anticipate claims 1, 6, and 13, because Lewis does not teach each and every feature of claim 1. For example, Lewis does not teach the following first feature: "receiving an original authentication certificate **together** with a server certifying authority chain (SCAC) certificate **by the browser from the server** during a SSL handshake between the browser and the server, said SCAC certificate having been previously obtained by the server from the certifying authority" (emphasis added) (claim 1), and similar language for claims 6 and 13.

The Examiner argues that Lewis discloses the aforementioned first feature of claims 1, 6, and 13. The Examiner relies specifically on content disclosed in Lewis, col. 30, lines 39-41. In response, Applicants respectfully contend that Lewis discloses in col. 30, lines 30-50 that the Certificate Authority (CA) first sends an "initial CA certificate" to the server, and after the old certificate has expired the Certificate Authority next sends a "new certificate" to the server. Thus it is clear that the "initial CA certificate" and the "new certificate" are not received together as required by claims 1, 6, and 13, but are instead received separately by the server. It is also clear that the old certificate and the new certificate are not received by the browser from the server as required by claims 1, 6, and 13, but are instead received by the server from the Certificate Authority.

In addition, Lewis does not teach the following second feature: "verifying by the browser

09/626,637

8

the original authentication certificate using the **expired public key** of the certifying authority” (emphasis added) (claim 1), and similar language for claims 6 and 13. The Examiner argues that Lewis discloses the aforementioned second feature of claims 1, 6, and 13. The Examiner relies specifically on content disclosed in Lewis, col. 14, lines 36-42 and col. 30, lines 41-43. In response, Applicants respectfully contend that Lewis col. 14, lines 36-42 does not discuss verification of a certificate and is therefore totally irrelevant to aforementioned second feature of claims 1, 6, and 13. Furthermore, Applicants respectfully contend that Lewis col. 30, lines 41-43 states specifically that “[t]he USPS CA will send a new certificate signed with the CA's new private key to the server” which does not even mention an expired public key. Indeed, there is no disclosure anywhere in Lewis that browser verifies the original certificate using a public key **after the public key has expired** as required by claims 1, 6, and 13.

Based on the preceding arguments, Applicants respectfully maintain that Lewis does not anticipate claims 1, 6, and 13, and that claims 1, 6, and 13 are in condition for allowance. Since claims 4, 5 and 11 depend from claim 1, Applicants contend that claims 4, 5 and 11 are likewise in condition for allowance. Since claims 17-19 depend from claim 13, Applicants contend that claims 17-19 are likewise in condition for allowance.

35 U.S.C. §103(a)

The Examiner rejected claims 2-3 and 14-16 under 35 U.S.C. §103(a) as allegedly being unpatentable over Lewis et al. (U.S. Patent No. 6,233,565) in view of Perlman et al. (U.S. Patent No. 6,230,266).

Since claims 2-3 depend from claim 1, which Applicants have argued *supra* to not be anticipated by Lewis under 35 U.S.C. §102(e), Applicants maintain that claims 1-2 are not unpatentable over Lewis in view of Perlman under 35 U.S.C. §103(a).

Since claims 14-16 depend from claim 13, which Applicants have argued *supra* to not be anticipated by Lewis under 35 U.S.C. §102(e), Applicants maintain that claims 14-16 are not unpatentable over Lewis in view of Perlman under 35 U.S.C. §103(a).

CONCLUSION

Based on the preceding arguments, Applicants respectfully believe that all pending claims and the entire application meet the acceptance criteria for allowance and therefore request favorable action. If the Examiner believes that anything further would be helpful to place the application in better condition for allowance, Applicants invites the Examiner to contact Applicants' representative at the telephone number listed below. The Director is hereby authorized to charge and/or credit Deposit Account No. 09-0457.

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09/626,637

11